IN THE UNITED STATES DISTRICT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

OLD REPUBLIC INSURANCE COMPANY A/S/O GEORGE RICHARD	:	**CIVIL ACTION**
vs.	:	**NO.:**
ASHLEY FURNITURE INDUSTRIES, INC. and REGENCY FURNITURE, INC.	:	

NOTICE OF REMOVAL

AND NOW, comes defendant, Ashley Furniture Industries, Inc., for the purpose only of removing the cause to the United States District Court for the Eastern District of Pennsylvania and respectfully aver as follows:

1. This is a civil action filed and now pending in the Court of Common Pleas of Berks County, Pennsylvania, Civil Action No. 11-2935.

2. On or about, October 11, 2011, plaintiffs commenced this matter by filing a Writ of Summons in the Berks County Court of Common Pleas in the Commonwealth of Pennsylvania. (See true and correct copy of writ of summons marked as Exhibit "A."). Service of the writ was made October 18, 2011 by certified mail.

3. The ability to remove this matter could not be determined from the face of the Writ of Summons, which contains no information regarding the suit, other than the identities of the parties.

4. On December 22, 2011, plaintiffs filed their complaint. (See attached true and correct copy of complaint marked as Exhibit "B"). The complaint was served on moving defendant by way of regular mail dated December 23, 2011, and received by counsel for moving defendant on December 26, 2011.

5. The averments made herein are true and correct with respect to the date and time upon which suit was commenced and the date upon which this notice is being filed.

6. This suit is of a civil nature and involves a controversy between citizens of different states. Plaintiff is a corporation duly organized under the laws of the State of Minnesota. Defendant, Ashley Furniture Industries, Inc. is a corporation organized under the laws of the State of Wisconsin. Defendant, Regency Furniture is a corporation organized under the laws of the State of Maryland..

7. Defendant, Ashley Furniture Industries, Inc. has simultaneously with the filing of this notice, given written notice to the plaintiff and co-defendant, Regency Furniture, Inc.

8. Defendant, Ashley Furniture Industries, Inc. is also filing a copy of the instant notice of removal and all attachments thereto with the Prothonotary of the Court of Common Pleas of Berks County.

9. The complaint asserts claims against the defendant, Ashley Furniture Industries, Inc. for personal injuries to George Richard arising out of an incident which occurred at Regency Furniture, Inc. on October 13, 2009, and seeks to subrogate payment of insurance benefits made to Mr. Richard as a result of those alleged injuries.

10. Defendant, Ashley Furniture Industries, Inc., seeks to remove this matter to the United State District Court for the Eastern District of Pennsylvania. Defendant, Ashley Furniture Industries, Inc. asserts that the potential amount in controversy in this matter exceeds $75,000. As the moving party, defendant, Ashley Furniture Industries, Inc., bears the burden of proving that jurisdiction is proper in federal court. Russ vs. State Farm Mutual Automobile Insurance Company, 961 F.Supp. 808, 810 (E.D. Pa. 1997).

11. In determining whether the jurisdiction amount has been satisfied, the Court must first look at the complaint. Angus vs. Shiley, Inc., 989 F.2d 142, 145 (3rd Circ. 1993).

12. The underlying lawsuit demands an amount "in excess of $88,618.41" and asserts that George Richard's injuries include a concussion with persistent and recurring vertigo, recurring headaches, difficult seeing with his right eye and hearing loss. (See attached Complaint at Exhibit "B" at ¶¶ 31, 36). The underlying lawsuit further asserts that George Richard has been unable to return to work in twenty six months since the incident. Id. at ¶ 32.

13. On January 11, 2012, Nicholas Cummins, counsel for removing defendant, spoke with counsel for plaintiff, who stated that the amount in controversy was in excess of $75,000.00, and that plaintiff would not stipulate to limit damages at or below that figure. (See true and correct email exchanged between counsel dated January 11, 2012 marked as Exhibit "C.").

14. The remaining defendant, Regency Furniture, Inc., has its principal place of business at 7900 Cedarville Road, Brandywine, MD and is incorporated in the State of Maryland.

15. Upon information supplied by plaintiff's counsel, Regency Furniture, Inc. was served with the Complaint by regular mail during the week of January 2, 2011. Although the exact date is unknown, less than thirty days have elapsed since service of the complaint on Regency Furniture.

16. Regency Furniture has not yet retained counsel to assent to removal. It is expected that filed assent of Regency Furniture will be made with the court shortly, and within the time periods prescribed by law.

WHEREFORE, defendant, Ashley Furniture Industries, Inc., hereby removes this suit to this Honorable Court pursuant to the laws of the United States in such cases made and provided.

BENNETT, BRICKLIN & SALTZBURG LLC

BY: W/F Sperling

WARREN F. SPERLING, ESQUIRE
Attorney I.D. #36676
1601 Market Street, 16th Floor
Philadelphia, PA 19103
(215) 561-4300
Email: sperling@bbs-law.com
Attorneys for Defendant,
Ashley Furniture Industries, Inc.

Date: 1/11/12

IN THE UNITED STATES DISTRICT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

OLD REPUBLIC INSURANCE COMPANY A/S/O GEORGE RICHARD	:	**CIVIL ACTION**
vs.	:	
ASHLEY FURNITURE INDUSTRIES, INC. and REGENCY FURNITURE, INC.	:	**NO.:**

NOTICE

TO: Robert M. Caplan, Esquire
White & Williams LLP
1650 Market Street, Suite 1800
Philadelphia, PA 19103

Please take notice that defendant, Ashley Furniture Industries, Inc., has filed a Notice of Removal to the United States District Court for the Eastern District of Pennsylvania removing to that Court a civil action previously pending in the Court of Common Pleas of Berks County, entitled, Old Republic Life Insurance Company a/s/o George Richard v. Ashley Furniture Industries, Inc. and Regency Furniture, Inc., Civil Action, No. 11-22935.

BENNETT, BRICKLIN & SALTZBURG LLC

BY: W F Sperling

WARREN F. SPERLING, ESQUIRE
Attorney I.D. #36676
1601 Market Street, 16th Floor
Philadelphia, PA 19103
(215) 561-4300
Email: sperling@bbs-law.com
Attorneys for Defendant,
Ashley Furniture Industries, Inc.

Date: 1/11/12

IN THE UNITED STATES DISTRICT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

OLD REPUBLIC INSURANCE COMPANY A/S/O GEORGE RICHARD	:	**CIVIL ACTION**
vs.	:	**NO.:**
ASHLEY FURNITURE INDUSTRIES, INC. and REGENCY FURNITURE, INC.	:	

PROOF OF FILING

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF PHILADELPHIA :

Warren F. Sperling, Esquire, being duly sworn according to law, deposes and says that he is a member in the law firm of Bennett, Bricklin & Saltzburg, LLC, attorneys for defendant, Ashley Furniture Industries, Inc..

That he did direct the filing with the Prothonotary of the Court of Common Pleas of Berks County a copy of the Notice of Removal, attached hereto, said filing to be made on January 12, 2012

BENNETT, BRICKLIN & SALTZBURG LLC

BY: W F Sperling

WARREN F. SPERLING, ESQUIRE
Attorney I.D. #36676
1601 Market Street, 16th Floor
Philadelphia, PA 19103
(215) 561-4300
Email: sperling@bbs-law.com
Attorneys for Defendant,
Ashley Furniture Industries, Inc.

Sworn to and subscribed before me this 11th day of January, 2012.

Denise M. Patsch

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DENISE M. PATSCH, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 24, 2013

IN THE UNITED STATES DISTRICT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

OLD REPUBLIC INSURANCE COMPANY A/S/O GEORGE RICHARD	:	**CIVIL ACTION**
vs.	:	
ASHLEY FURNITURE INDUSTRIES, INC. and REGENCY FURNITURE, INC.	:	**NO.:**

PROOF OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF PHILADELPHIA :

Warren F. Sperling, Esquire, being duly sworn according to law, deposes and says that he is a partner in the law firm of Bennett, Bricklin & Saltzburg, LLC, attorneys for Defendant, Ashley Furniture Industries, Inc. and that he did serve this 11th day of January, 2012, the aforementioned notice to plaintiff and defendant, Regency Furniture, inc., upon the individuals named below by depositing a copy of same in the United States first class mail, postage prepaid, enclosed in envelope plainly addressed to:

Robert M. Caplan, Esquire
White & Williams LLP
1650 Market Street, Suite 1800
Philadelphia, PA19103

Regency Furniture, Inc.
7900 Cedarville Road
Brandywine, MD 20613

BENNETT, BRICKLIN & SALTZBURG LLC

BY: W F Sperling

WARREN F. SPERLING, ESQUIRE
Attorney I.D. #36676
1601 Market Street, 16th Floor
Philadelphia, PA 19103
(215) 561-4300
Email: sperling@bbs-law.com
Attorneys for Defendant,
Ashley Furniture Industries, Inc.

Sworn to and subscribed before me this 11th day of January, 2012

Denise M. Patsch

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DENISE M. PATSCH, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 24, 2013

EXHIBIT "A"

IN THE COURT OF COMMON PLEASE OF BERKS COUNTY, PENNSYLVANIA

CIVIL DIVISION

OLD REPUBLIC INSURANCE COMPANY A/S/O GEORGE RICHARD 307 North Michigan Ave Chicago, Illinois 60601 Plaintiff, v. ASHLEY FURNITURE INDUSTRIES , INC. One Ashley Way Arcadia, WI 54512 Defendant, REGENCY FURNITURE, INC. 7900 Cedarville Road Brandywine, MD 20613 Defendant.	CASE NUMBER: 11-22935 CIVIL ACTION:

RECEIVED
PROTHONOTARY'S OFFICE
2011 OCT 11 A 10: 46
BERKS COUNTY, PA
MARIANNE R. SUTTON
PROTHONOTARY

PRAECIPE FOR WRIT OF SUMMONS

TO THE PROTHONOTARY:

Kindly issue the attached Writ of Summons against Defendants Ashley Furniture Industries, Inc. and Regency Furniture, Inc. in the above captioned matter.

WHITE AND WILLIAMS LLP

BY: [signature]
Robert M. Caplan
Identification No: 54126
1650 Market Street
One Liberty Place, Suite 1800
Philadelphia, PA 19103-7395
215.864.7012
caplanr@whiteandwilliams.com

Dated: October 10, 2011

7547373v.1

IN THE COURT OF COMMON PLEASE OF BERKS COUNTY, PENNSYLVANIA

CIVIL DIVISION

OLD REPUBLIC INSURANCE COMPANY A/S/O GEORGE RICHARD 307 North Michigan Ave Chicago, Illinois 60601 Plaintiff, v. ASHLEY FURNITURE INDUSTRIES , INC. One Ashley Way Arcadia, WI 54512 Defendant, REGENCY FURNITURE, INC. 7900 Cedarville Road Brandywine, MD 20613 Defendant.	CASE NUMBER: 11-22935 CIVIL ACTION:

WRIT OF SUMMONS

TO THE PROTHONOTARY/CLERK OF SAID COURT:

Issue summons in the above case and forward to [X] Attorney.

WHITE AND WILLIAMS LLP

BY: ______________________
Robert M. Caplan
Identification No: 54126
1650 Market Street
One Liberty Place, Suite 1800
Philadelphia, PA 19103-7395
215.864.7012
215.789.7695 (Fax)

Dated: October 11, 2011

SUMMONS IN CIVIL ACTION

TO: ASHLEY FURNITURE INDUSTRIES , INC. and Regency Furniture Inc

YOU ARE NOTIFIED THAT THE ABOVE NAMED PLAINTIFF HAS COMMENCED AN ACTION AGAINST YOU.

MARIANNE R. SUTTON
Prothonotary/Clerk, Civil Division
By: Sarah Klein

Date: 10/11/11

EXHIBIT "B"

Supreme Court of Pennsylvania

Court of Common Pleas
Civil Cover Sheet

Berks County

For Prothonotary Use Only:

Docket No: 11-22935

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:

- [X] Complaint
- [ ] Writ of Summons
- [ ] Petition
- [ ] Transfer from Another Jurisdiction
- [ ] Declaration of Taking

Lead Plaintiff's Name: Old Republic Insurance Company A/S/O George Richard

Lead Defendant's Name: Ashley Furniture Industries, Inc.

Are money damages requested? [X] Yes [ ] No

Dollar Amount Requested: (check one) [ ] within arbitration limits [X] outside arbitration limits

Is this a *Class Action Suit*? [ ] Yes [X] No

Is this an *MDJ Appeal*? [ ] Yes [ ] No

Name of Plaintiff/Appellant's Attorney: Robert M. Caplan

[ ] Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

SECTION B

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your *PRIMARY CASE.* If you are making more than one type of claim, check the one that you consider most important.

TORT *(do not include Mass Tort)*
- [ ] Intentional
- [ ] Malicious Prosecution
- [ ] Motor Vehicle
- [ ] Nuisance
- [ ] Premises Liability
- [ ] Product Liability *(does not include mass tort)*
- [ ] Slander/Libel/ Defamation
- [X] Other: Negligence

MASS TORT
- [ ] Asbestos
- [ ] Tobacco
- [ ] Toxic Tort - DES
- [ ] Toxic Tort - Implant
- [ ] Toxic Waste
- [ ] Other:

PROFESSIONAL LIABLITY
- [ ] Dental
- [ ] Legal
- [ ] Medical
- [ ] Other Professional:

CONTRACT *(do not include Judgments)*
- [ ] Buyer Plaintiff
- [ ] Debt Collection: Credit Card
- [ ] Debt Collection: Other
- [ ] Employment Dispute: Discrimination
- [ ] Employment Dispute: Other
- [ ] Other:

REAL PROPERTY
- [ ] Ejectment
- [ ] Eminent Domain/Condemnation
- [ ] Ground Rent
- [ ] Landlord/Tenant Dispute
- [ ] Mortgage Foreclosure: Residential
- [ ] Mortgage Foreclosure: Commercial
- [ ] Partition
- [ ] Quiet Title
- [ ] Other:

CIVIL APPEALS

Administrative Agencies
- [ ] Board of Assessment
- [ ] Board of Elections
- [ ] Dept. of Transportation
- [ ] Statutory Appeal: Other
- [ ] Zoning Board
- [ ] Other:

MISCELLANEOUS
- [ ] Common Law/Statutory Arbitration
- [ ] Declaratory Judgment
- [ ] Mandamus
- [ ] Non-Domestic Relations Restraining Order
- [ ] Quo Warranto
- [ ] Replevin
- [ ] Other:

Updated 1/1/2011

WHITE AND WILLIAMS LLP
BY: Robert M. Caplan
Douglas F. Fisher
Identification Nos. 54126 and 330614
1650 Market Street | One Liberty Place, Suite 1800 |
Philadelphia, PA 19103-7395
215.864.7012
caplanr@whiteandwilliams.com
fisherd@whiteandwilliams.com

Attorneys for Plaintiff,
Old Republic Insurance Company a/s/o
George Richard

OLD REPUBLIC LIFE INSURANCE COMPANY a/s/o George Richard 307 North Michigan Avenue Chicago, Illinois 60601 Plaintiff, v. ASHLEY FURNITURE INDUSTRIES, INC. One Ashley Way Arcadia, Wisconsin 54512 and REGENCY FURNITURE, INC. 7900 Cedarville Road Brandywine, MD 20613 Defendants.	PENNSYLVANIA COURT OF COMMON PLEAS BERKS COUNTY DECEMBER TERM, 2011 NO. 11-22935 COMPLAINT JURY TRIAL DEMANDED

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparesencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

BERKS COUNTY BAR ASSOCIATION
LAWYER REFERRAL AND INFORMATION SERVICE
544 Court Street
Reading, PA 19601
Telephone: (610) 375-4591

puede perder dinero o sus propiedades u otros derechos improtantes para usted.
LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

ASOCIACIÓN DE LA BARRA DEL CONDADO DE BERKS
REMISIÓN DEL ABOGADO Y SERVICIO INFORMATIVO
Calle de 544 cortes
Lectura, PA 19601
Teléfono: (610) 375-4591

COMPLAINT

Plaintiff, Old Republic Life Insurance Company as subrogee of George Richard, by and through their attorneys, White and Williams LLP, hereby asserts claims in this Complaint against defendants Ashley Furniture Industries, Inc. and Regency Furniture, Inc., and in support thereof avers as follows:

PARTIES

1. Plaintiff Old Republic Life Insurance Company (hereinafter "Old Republic") is a corporate entity of Old Republic International Corporation which is duly organized under the laws of the State of Delaware with a principal place of business located at 307 North Michigan Avenue, Chicago, Illinois 60601, and is the Truckers Occupational Accident Coverage provider to Anderson Trucking Service, Inc. (hereinafter "Anderson"), a corporation duly organized under the laws of the State of Minnesota with its principal place of business located at 725 Opportunity Drive, St. Cloud, Minnesota 56301.

2. Defendant Ashley Furniture Industries, Inc. (hereinafter "Ashley") is a corporation duly organized under the laws of the State of Wisconsin with a principal place of business located at One Ashley Way, Arcadia, Wisconsin 54612.

3. Defendant Regency Furniture, Inc. (hereinafter "Regency") is a corporation duly organized under the laws of the State of Maryland with a principal place of business located at 7900 Cedarville Road, Brandywine, Maryland 20613.

JURISDICTION AND VENUE

4. This Court has jurisdiction over the Defendants and the subject matter of this action based upon the following substantial contacts with the Commonwealth of Pennsylvania:

(a) Defendants have conducted and continue to conduct substantial business in Pennsylvania on a regular basis.

(b) The conduct giving rise to this action occurred in Pennsylvania.

5. Venue is proper in Berks County because Defendants regularly conduct business in Berks County, and the conduct giving rise to this action occurred in Berks County.

FACTS

6. At all times relevant to the within matter, George Richard (hereinafter "Richard") served as an agent representing Anderson in the capacity of an owner/operator truck driver.

7. At all times relevant to the within matter, Richard lawfully possessed a valid driver's license for the purpose of operating a semi-trailer truck on all federal, state and local roads and highways.

8. At all times relevant to the within matter, Richard complied with all codes and regulations set forth by the United States Department of Transportation in relation to drivers operating semi-trailer trucks on all federal, state and local roads and highways

9. At all times relevant to the within matter, Defendant Ashley operated a furniture distribution facility located at 45 Ashley Way, Leesport, Pennsylvania 19533 (hereinafter "Ashley location").

10. At all times relevant to the within matter, Defendant Regency operated a furniture store located at 7900 Cedarville Road, Brandywine, Maryland 20613 (hereinafter "Regency premises").

11. As a semi-trailer truck driver for Anderson, Richard was responsible for picking up and delivering semi-trailers to various businesses throughout the United States.

12. At all times relevant to the within matter, Richard would receive his delivery and pickup assignments from a dispatcher at Anderson who would provide the specific details of those assignments to Richard.

13. As part of his responsibilities in the representation of Anderson, Richard would sometimes receive assignments requiring him to deliver an empty semi-trailer to one business, then pick up a sealed, loaded semi-trailer from that same business and deliver it to another location/business.

14. During these afore-mentioned assignments, Richard was not responsible for selecting, loading, packing, or securing the contents of the semi-trailers.

15. During these afore-mentioned assignments, Richard's duties were limited solely to attaching/hooking up the sealed, loaded semi-trailer to his truck, delivering it to its final

destination, and opening the doors of the semi-trailer at the final destination after the receiver had removed the seal initially put in place by the sender.

16. Pursuant to standard industry practice, an agent/employee of the company/business shipping the goods will place a seal, with a seal number affixed thereto, upon all semi-trailers once fully loaded and secured according to the specifics of that shipment's bill of lading, and that seal is to remain undisturbed until the semi-trailer reaches its final destination.

17. Pursuant to standard industry practice, the doors of the semi-trailer truck are to be opened by the driver after the seal has been confirmed by an agent of the receiving company/business and removed, but before the semi-trailer is backed up to the loading dock.

18. On or about October 13, 2009, Richard received an assignment from the Anderson dispatcher instructing him to drop off an empty semi-trailer at the Ashley location, then pick up a sealed, loaded semi-trailer from the Ashley location and deliver it to the Regency premises.

19. Once Richard dropped off the empty semi-trailer at the Ashley location, he was directed by security personnel at the Ashley location to a separate area where he was to pick up a different semi-trailer that had already been loaded with boxed furniture, closed and sealed under seal number 2791331 (hereinafter "the trailer").

20. At no point in time did Richard see the trailer being loaded or observe the final results of the loading process before the doors to the trailer were closed and sealed by Ashley.

21. After Richard attached and properly secured the trailer to his truck, he proceeded to the security office at the Ashley location gates to have the seal checked, obtain a copy of the bill of lading, and confirm the address where he was to deliver the trailer.

22. Upon receiving his instructions from Ashley that the trailer was to be delivered to the Regency premises, approximately 170 miles away, Richard proceeded directly to the Regency premises without stopping.

23. At no point in time during his travels from the Ashley location to the Regency premises on October 13, 2009 was Richard involved in a motor vehicle accident.

24. At no point in time during his travels from the Ashley location to the Regency premises on October 13, 2009 was Richard required to perform any sudden, evasive driving tactics including, but not limited to, swerving or sudden braking.

25. Upon arriving at the Regency premises, Richard reported to the shipping office to advise them that he had arrived with the trailer.

26. After notifying the Regency premises' shipping office of his arrival, Richard returned to his truck to wait until a loading dock was available for him to detach the trailer from his truck.

27. Once Richard was advised by Regency of the loading dock where he was to drop off the trailer, he proceeded to that loading dock where the seal was checked before being removed from the rear double doors of the trailer.

28. Before backing the trailer up to the specified loading dock, Richard opened the rear double doors of the trailer.

29. Richard did not experience any initial problems with opening the rear double doors of the trailer .

30. As soon as the rear double doors were opened, a box containing furniture fell on top of Richard's head from atop the stacked boxes.

31. As a result of being struck in the head by the falling boxed furniture, Richard sustained serious and permanent injuries including, but not limited to, a concussion with persistent and recurring vertigo, recurring headaches, difficulty seeing with his right eye, and hearing loss.

32. Due to the afore-mentioned injuries, Richard has been unable to return to work as a truck driver.

33. Richard continues to suffer from the afore-mentioned injuries, and his daily, normal activities are persistently and adversely impacted by same.

34. At all times relevant to the within matter, Old Republic issued a Truckers Occupational Accident Coverage policy, policy number ORL010591 (hereinafter "the policy") to Anderson which provided coverage to Richard as an "Insured Person".

35. Pursuant to Section III(k) of the policy, Old Republic has "the right to subrogate any and all rights of recovery which any Insured Person may have or acquire against any party (except [Old Republic] or the insurer of any party, for Benefits paid or payable under the Policy", and any "Insured Person . . . shall be deemed to have assigned their right of recovery for such Benefits to [Old Republic]".

36. As a result of the October 13, 2009 incident, the policy was activated by Richard when he sought coverage for his injuries under the policy, and which has provided, and will continue to provide, benefits in excess of $88,618.41.

37. Plaintiff Old Republic now seeks reimbursement of these benefits from Defendants Ashley and Regency to recover damages in excess of $88,618.41that have been, and will continue to be, paid to Richard as a result of the injuries causally related to the October 13, 2009 incident.

COUNT I - NEGLIGENCE
OLD REPUBLIC v. ASHLEY

38. Plaintiff incorporates the allegations contained in paragraphs 1 through 35 as though set forth at length herein.

39. At all times relevant hereto, Ashley acted by and through its agents, servants, employees and subcontractors, each of whom was working in the course and scope of his or her employment and was in the scope of his or her authority, subject to the control, direction of, and for the benefit of his or her respective principal and employer, Ashley.

40. Upon retaining Anderson for the purposes of delivering the trailer to the Regency premises, Defendant Ashley was charged with the duty to exercise reasonable care in the loading, packing, and securing of the boxed furniture contained within the trailer so as to ensure that those goods were safely and properly stacked, thereby preventing those goods from falling on Richard once the rear double doors were opened.

41. Ashley, by and through the actions and/or omissions of their agents, servants, representatives, subcontractors, subagents, workmen, and/or employees acting in the course and scope of their authority and employment, breached their duties by way of the following acts and/or omissions:

a. failing to properly load the boxed furniture in the trailer;

b. failing to properly pack the boxed furniture in the trailer;

c. failing to adequately secure the boxed furniture in the trailer;

d. failing to adequately inspect the trailer once the boxed furniture was loaded, packed, and secured;

e. failing to warn Richard of the unreasonable hazards and dangerous conditions posed by the boxed furniture;

f. failing to employ competent individuals to load, pack and secure the boxed furniture in the trailer;

g. failing to adequately oversee and/or supervise the loading, packing and securing of the boxed furniture in the trailer;

h. failing to adopt, enact, employ, and enforce adequate safety programs, precautions, procedures, and plans;

i. failing to properly abide by all applicable codes, regulations, guidelines, and/or industry practices with respect to the loading, packing and securing of the boxed furniture in the trailer;

j. failing to use due care under the circumstances; and

k. other and further particulars which will be shown at the time of trial.

42. Defendant Ashley's breach of the afore-mentioned duties was the direct and proximate cause of the injuries suffered by Richard including, but not limited to, a concussion with persistent and recurring vertigo, recurring headaches, difficulty seeing with his right eye, and hearing loss.

43. As a direct and proximate result of the injuries sustained by Richard due to the October 13, 2009 incident, Old Republic has paid, and will continue to pay, benefits to Richard in excess of $88,618.41.

WHEREFORE, Plaintiff Old Republic Life Insurance Company a/s/o George Richard, demands judgment against Ashley Furniture Industries, Inc. for damages in excess of $88,618.41, together with interest, attorney's fees, costs of suit, and such other relief the court may deem appropriate.

COUNT II - NEGLIGENCE
OLD REPUBLIC v. REGENCY

44. Plaintiff incorporates the allegations contained in paragraphs 36 through 41 as though set forth at length herein.

45. At all times relevant hereto, Regency acted by and through their agents, servants, employees and subcontractors, each of whom was working in the course and scope of his or her employment and was in the scope of his or her authority, subject to the control, direction of, and for the benefit of his or her respective principal and employer, Regency.

46. Once provided access to the Regency premises, Richard became a business invitee of Regency, and Defendant Regency was charged with the duty to exercise reasonable care in the supervision of unloading the trailer so as to ensure that the boxed furniture contained therein was safely and properly removed once the seal was removed from the trailer's rear double doors, thereby preventing those goods from falling onto Richard once the rear double doors were opened.

47. Regency, by and through the actions and/or omissions of its agents, servants, representatives, subcontractors, subagents, workmen, and/or employees acting in the course and scope of their authority and employment, breached its duties by way of the following acts and/or omissions:

a. failing to properly unload the boxed furniture in the trailer once the seal was removed and the rear double doors of the trailer were opened;

b. failing to adequately secure the boxed furniture in the trailer once the seal was removed and the rear double doors of the trailer were opened;

c. failing to adequately inspect the trailer once the seal was removed and the rear double doors of the trailer were opened;

d. failing to warn Richard of the unreasonable hazards and dangerous conditions posed by the boxed furniture;

e. failing to employ competent individuals to unload and secure the boxed furniture in the trailer once the seal was removed and the rear double doors of the trailer were opened;

f. failing to adequately oversee and/or supervise the unloading and securing of the boxed furniture once the seal was removed and the rear double doors of the trailer were opened;

g. failing to adopt, enact, employ, and enforce adequate safety programs, precautions, procedures, and plans;

h. failing to properly abide by all applicable codes, regulations, guidelines, and/or industry practices with respect to the unloading, securing, and supervising of the boxed furniture once the seal was removed and the rear double doors of the trailer were opened;

i. failing to use due care under the circumstances; and

j. other and further particulars which will be shown at the time of trial.

48. Defendant Ashley's breach of the afore-mentioned duties was the direct and proximate cause of the injuries suffered by Richard including, but not limited to, a concussion with persistent and recurring vertigo, recurring headaches, difficulty seeing with his right eye, and hearing loss.

49. As a direct and proximate result of the injuries sustained by Richard due to the October 13, 2009 incident, Old Republic has paid, and will continue to pay, benefits to Richard in excess of $88,618.41.

WHEREFORE, Plaintiff Old Republic Life Insurance Company a/s/o George Richard demands judgment against Regency Furniture, Inc. for damages in excess of $88,618.41, together with interest, attorney's fees, costs of suit, and such other relief the court may deem appropriate.

WHITE AND WILLIAMS LLP

BY: ______________________
Robert M. Caplan
Douglas F. Fisher
Attorneys for Plaintiffs,
Old Republic Life Insurance Company
a/s/o George Richard and George
Richard, Individually

Dated: December 22, 2011

VERIFICATION

I, Cathy Krane, verifies that she is the representative for Plaintiff Old Republic Insurance Company in the foregoing matter, is authorized to make this verification on its behalf, and further verifies that the facts set forth in the foregoing Complaint are true and correct to the best of her knowledge, information, and belief. This Verification is made subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsification to authorities.

Cathy Krane

Cathy Krane

Dated: 12/20/11

EXHIBIT "C"

Cummins, Nicholas A.

From: Caplan, Robert [Caplanr@whiteandwilliams.com]
Sent: Wednesday, January 11, 2012 2:00 PM
To: Cummins, Nicholas A.
Cc: Fisher, Douglas; Hoffman, Brad
Subject: RE: Old Republic/Richards v. Ashley Furniture Industries [WW-PHLDMS1.FID2887035]

Nick:

Additionally, further to our conversation, this will confirm plaintiff is not willing to limit his personal injury claim to $75,000, so once you make contact with the Regency folks, please feel free to remove the case. Best regards.

Rob

WhiteAndWilliams-

Robert M. Caplan | Attorney at Law
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From: Caplan, Robert
Sent: Wednesday, January 11, 2012 1:57 PM
To: 'Cummins, Nicholas A.'
Cc: Fisher, Douglas; Hoffman, Brad
Subject: RE: Old Republic/Richards v. Ashley Furniture Industries [WW-PHLDMS1.FID2887035]

Nick:

It was a pleasure speaking with you today. Per your request, below please find the adjuster information for Regency Furniture. I recently granted an extension of time to answer the complaint to Regency through its adjuster as counsel has yet to be designated. Please let me know if you have additional questions. Best regards.

Rob

Debbi L. Chronister, AIC

Commercial Claims Specialist
Harrisburg, PA

Mailing Address:
One Nationwide Gateway
Dept. 5867
Des Moines, IA 50391

Phone: 717-657-6647
Fax: 877-635-9692

CHRONID1@nationwide.com

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From: Cummins, Nicholas A. [mailto:cummins@bbs-law.com]
Sent: Wednesday, January 11, 2012 1:41 PM
To: Caplan, Robert
Subject: FW: Old Republic/Richards v. Ashley Furniture Industries

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From: Cummins, Nicholas A.
Sent: Wednesday, January 11, 2012 1:37 PM
To: 'caplan@whiteandwilliams.com'
Cc: Sperling, Warren
Subject: Old Republic/Richards v. Ashley Furniture Industries

Robert,

Following up on my voice mail, we represent Ashley and I had two questions for you:

1) We intend to remove both cases to federal court, unless you are willing to stipulate to limit the damages in the personal injury claim to $75,000.00. Please let me know.

2) Have you made service on Regency?

Thanks for your help.

Regards,

Nick Cummins

Bennett Bricklin & Saltzburg LLC

Nicholas A. Cummins | Associate
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1601 Market Street, 16th Floor ▪ Philadelphia, PA 19103
tel (215) 665-3328 ▪ fax (215) 561-6661
website | bio | vCard | map | email

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